

**New York State Department of Health
Conditions for Participation
Enriched Housing Operating Assistance Program
State Fiscal Year 2021-22**

The Not-For-Profit Enriched Housing Program Operator (“Operator”) agrees to the following conditions for participation in the Enriched Housing Operating Assistance Program (“Program”):

1. The Operator cannot participate in the Program unless a properly completed application and proof of insurance are received by the Department of Health (“Department”) per the instructions stated in the cover letter. The Operator is bound by the requirements, terms and conditions of the program as stated in statute and compliance with applicable Department regulations and other procedural requirements related to the Program, including but not limited to, the timely completion of reports on the Health Commerce System (HCS), such as census reports, financial reports, and all applicable Adult Care Facility surveys.
2. Program payments shall be made for the purpose of providing quality care and services to eligible residents to better meet resident needs and improve the physical environment of a facility.
3. With consideration to the services to be performed by the Operator, the Department agrees to periodically provide Program monies for expenditures incurred by providing services to the Operator's residents who are recipients of Supplemental Security Income (SSI). Such amounts shall be determined by a formula developed by the Department which considers the number of SSI recipients served by the Operator for fifteen (15) days or more in any month, the availability of funds, and such other factors as the Department shall deem appropriate. All such payment amounts shall be subject to approval by the Department's Bureau of Budget Management and payable thirty (30) days from such approval date. Payment is conditioned upon the continued availability of State funds appropriated for this purpose.
4. Payment amounts will be determined after the Department's review of information submitted by the Operator via monthly reports (Enclosure #3) certifying the number of SSI recipients served in the months for which the payment calculation is to be based and such other information as the Department may require. No payments will be made until properly completed monthly reports have been submitted to the Department. To be eligible for any given month, the report must be submitted within ten (10) business days of the last day of that month.
5. The Department agrees to pay the Operator a subsidy for providing Enriched Housing Program services to SSI recipients, based on submission of monthly reports and such other documentation as the Department may require.
6. The Department reserves the right to withhold some or all of any payment otherwise due to the Operator as security for the faithful completion of corrective actions or other direction the Department may give to the Operator as necessary to maintain its Operating Certificate.
7. Payment of Program funds may be terminated by the Department in whole or in part, at any time, and for any reason.
8. Written notice of any termination of Program payments shall be sent by the Department to the Operator by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of such written notice.

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9. As a condition of receiving Program funds, the Operator shall warrant that it is not in arrears to the State of New York, upon debt or contract, and is not a defaulter as surety, contractor or as to any other obligation to the State of New York.
10. Records related to expenditures paid for by the Operator using Program Funds will be maintained and made available to the Department for audit purposes. Such records must be kept on file for a period of at least seven (7) years from the date of payment.
11. The Operator will accept responsibility for compensating the State for any exceptions which are revealed through audit and sustained after completion of the normal audit procedure.
12. The Department shall have no obligation to make any payments or to continue to make any payments, and shall have no liability to the Operator or other parties for the Department's failure to make or to continue to make payments of Program Funds to the Operator. The Department is not liable for any expenses incurred before a payment is issued by the Department or for any expenses incurred due to the Department's termination of payments of Program Funds.
13. The Operator agrees that the Operator is an independent entity and not an employee or agent of the Department. The Operator agrees to indemnify the Department and the State of New York against any loss the Department or the State of New York may suffer when such losses result from claims of any person or organization (exceptions: the Department and State of New York) injured by the negligent acts or omission of the Operator, its agents, and/or employees or contractors.